

**STATEMENT UNDER 37 CFR 3.73 (b)**Applicant/Patent Owner: PowerQuest CorporationApplication No./Patent No.: 6,996,706 Filed/Issue Date: 17 February 2001Entitled: BOOTING AN OPERATING SYSTEM OR RUNNING OTHER PRE-BOOT CODE FROM A FILE STORED  
UNDER A DIFFERENT OPERATING SYSTEMPowerQuest Corporation, a Utah corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

States that it is:

1.  the assignee of the entire right, title, and interest; or2  an assignee of less than the entire right, title and interest.The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 011496, Frame 0108, or for which a copy thereof is attached.

OR

B.  A chain of title from the inventor(s) of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

[ ] Additional documents in the chain of title are listed on a supplement sheet.

[ ] Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document)  
must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be  
recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

7/4/07  
DateJonathan R. Lee, Reg. No. 56,561

Type or printed name

(801) 799-5917

Telephone number

Signature

Attorney for Applicant

Title

**ASSIGNMENT & AGREEMENT**

We,

Paul E. Madden, of 368 West 1780 North, Orem, Utah 84057,

Jonathan R. Ludwig, of 1175 East Airport Drive, Lehi, Utah 84043,

Derrick S. Shadel, of 9653 South Countess Way, South Jordan, Utah 84095, and

Val A. Arbon, of 1276 East 620 North, Orem, Utah 84097,

have invented a method, configured medium, signal, and system entitled

BOOTING AN OPERATING SYSTEM OR RUNNING OTHER PRE-BOOT  
CODE FROM A FILE STORED UNDER A DIFFERENT OPERATING SYSTEM,  
hereinafter called the "invention."

Preferred embodiments of the invention are disclosed in U.S. provisional patent application serial no. 60/183,725 filed February 19, 2000, and in a patent application being filed at least in the United States Patent and Trademark Office ("USPTO"), identified as Serial No. 09/788,141 filed 02/17/2001, 2001, and identified in the law firm of Computer Law++, 1211 East Yale Avenue, Salt Lake City, Utah 84105 as file no. 1760.2.27A (We hereby authorize Computer Law++ to indicate the application number(s), jurisdiction(s), and filing date(s) when known). We have reviewed these applications and we are familiar with their contents.

The Assignee, PowerQuest Corporation, a corporation of the State of Utah, having a principal place of business at 1359 N. Research Way, Building K, Orem, Utah, 84097, desires more clearly to secure the entire right, title and interest in the invention. In consideration of \$1.00 and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge, and with no reliance on any promise or representation made to us by or on behalf of the Assignee, WE HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in the invention (including subject matter disclosed but not claimed), all copyright and trade secret rights in embodiments or designs for the invention or any portion thereof, all rights in the above-identified United States and international patent applications including without limitation PCT applications and in all divisions, continuations and continuations-in-part of the applications, or reissues or extensions of Letters Patent or Patents granted thereon, including all applications specifically identified by number herein and all applications for which any present application claims a benefit or is claimed for benefit under 35 U.S.C. § 119 or § 120 or § 365, and in all corresponding applications filed in countries foreign

to the United States, and in all patents issuing thereon in the United States and foreign countries; and

The right to file foreign patent applications on the invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

We hereby authorize the Assignee to file patent or copyright applications on the invention in any country in its own name or otherwise as the Assignee sees fit. We hereby authorize and request the United States Commissioner of Patents and Trademarks, and other intellectual property officials in this and foreign countries as are duly authorized by their laws to issue patents or copyright registrations, to issue any and all patents and registrations on the invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the Assignee, its successors, assigns and legal representatives.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment & Agreement fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent and copyright applications on the invention, and all lawful documents requested by the Assignee to further the prosecution of any of such applications; and

Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement or interference or other legal proceedings involving the invention; faithful communication to the Assignee of all facts known to us relating to the invention and the history thereof; and generally, taking all reasonable steps which the Assignee shall request to aid in securing, maintaining, and enforcing protection for the invention and to vest title in the Assignee to the invention and all applications, patents, copyrights, and trade secrets based on the invention.

This Assignment & Agreement is effective as of the earliest patent application filing date noted above. It is not intended to supersede, supplant, rescind, or waive any right, title or interest conveyed to Assignee by us, under any prior conveyance, agreement, or operation of law, including without restriction rights created or

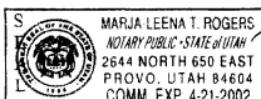
conveyed by virtue of our employment by the Assignee. It is not conditioned or based on any future act to be performed by the Assignee.

This Assignment & Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, all of which together are one and the same instrument. We warrant that to the best of our knowledge our contributions to the invention do not and will not infringe anyone's rights. Even if part of this Assignment & Agreement is found unenforceable, the remaining parts are enforceable. This Assignment & Agreement is governed by the laws of the United States and the State of Utah, and any dispute arising from it will be heard in Utah. A failure to exercise rights under this Assignment & Agreement does not mean those rights are waived. This Assignment & Agreement shall be binding upon our heirs and legal representatives.

Paul E. Madden  
368 West 1780 North  
Orem, Utah 84057

STATE OF Utah )  
                        )  
COUNTY OF Utah )

On this 20 day of February, 2001, personally appeared before me Paul E. Madden, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment & Agreement, and acknowledged that he executed the same.



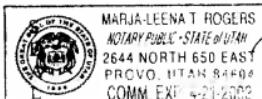
Marija Leena T. Rogers NOTARY PUBLIC  
4-21-2002 COMMISSION EXPIRATION

\* \* \* \* \*

Jonathan Ludwig  
Jonathan R. Ludwig  
1175 East Airport Drive  
Lehi, Utah 84043

STATE OF Utah )  
COUNTY OF Utah )  
§

On this 16 day of Feb, 2001, personally appeared before me Jonathan R. Ludwig, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment & Agreement, and acknowledged that he executed the same.



*Marja-Leena T. Rogers* NOTARY PUBLIC  
4-21-2002 COMMISSION EXPIRATION

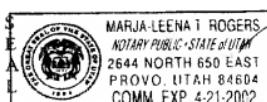
\* \* \* \* \*

*Derrick S. Shadel*

Derrick S. Shadel  
9653 South Countess Way  
South Jordan, Utah 84095

STATE OF Utah )  
COUNTY OF Utah )  
§

On this 16 day of Feb, 2001, personally appeared before me Derrick S. Shadel, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment & Agreement, and acknowledged that he executed the same.



*Marja-Leena T. Rogers* NOTARY PUBLIC  
4-21-2002 COMMISSION EXPIRATION

-- OR --

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, I personally witnessed a person who I know to be Derrick S. Shadel sign this Assignment & Agreement.

Witness' Signature: \_\_\_\_\_  
Witness' Printed Name: \_\_\_\_\_  
Witness' Address: \_\_\_\_\_

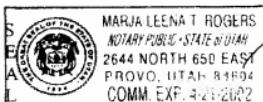
\* \* \* \* \*

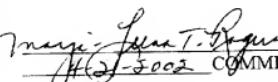


Val A. Arbon  
1276 East 620 North  
Orem, Utah 84097

STATE OF Utah )  
COUNTY OF Utah ) \$

On this 16 day of Feb, 2001, personally appeared before me Val A. Arbon, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment & Agreement, and acknowledged that he executed the same.



 Marja Leena T. Rogers NOTARY PUBLIC  
4-21-2002 COMMISSION EXPIRATION

PTO/SB/80 (04-05)

Approved for use through 11/30/2005 OMB 0651-0035  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO**

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint



Practitioners associated with the Customer Number:

057600

OR



Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:



The address associated with the Customer Number:

057600

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	Zip	
Country			
Telephone	Email		

## Assignee Name and Address:

Symantec Corporation  
20330 Stevens Creek Blvd  
Cupertino, CA 95014

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

## SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature	Meredith McKenzie	Date	6/26/07
Name	Meredith McKenzie, Esq.	Telephone	408-517-1395
Title	Director, IP		

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450. 3378427\_1.DOC